

ABJ MILANO LLC, vs. STANLEY HOWELL (08/08/2018)

1 Q It was after you signed the check?

2 A Yes.

3 Q But there was no discussion beforehand?

4 A No, there was no discussion with anyone before I
5 signed that check.

6 MR. EHRLICH: I have no further questions.

7 THE COURT: Any redirect?

8 MS. BRAUDY: No, Your Honor.

9 THE COURT: Okay. You can have a seat with
10 your attorneys. Um, would you like to call your next
11 witness?

12 MS. BRAUDY: Yes. I would like to call-

13 MR. SOLEIMANI: Can we have just a minute?
14 Can we just talk outside?

15 MS. BRAUDY: Yeah.

16 THE COURT: Sure. Um, I-I have a thing I
17 got to do.

18 [BREAK]

19 THE COURT: Recalling ABJ against Howell.
20 Did you want to call another witness?

21 MS. BRAUDY: Yes. I would like to call, um,
22 Mr. Soleimani.

23 THE COURT: The gentleman who's here?

24 MS. BRAUDY: Yes. I believe that's his name.
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1 THE COURT: Alright. Sir, you're being
2 called as a- . . . no, no, no, Mr. Howell, you're-
3 you're back with your attorneys. Uh, Sir, I'm going
4 to ask you to come up here to the witness stand, and
5 before you sit down I'm going to ask you to please
6 raise your right hand. Do you swear or affirm that
7 the testimony you give shall be the truth under
8 penalty of perjury?

9 MR. SOLEIMANI: Yes.

10 THE COURT: Please have a seat. Can you
11 spell your name for me, please?

12 MR. SOLEIMANI: Sure. First name, J-o-s-e-p-
13 h. Last name, S-o-l-e-i-m-a-n-i.

14 THE COURT: And, uh, can you give me a
15 business address, please?

16 MR. SOLEIMANI: 1652 Park Avenue, Suite LL,
17 New York, New York, 10035.

18 THE COURT: Ms. Braudy, please feel free to
19 inquire.

20 MS. BRAUDY: Okay.

21 DIRECT-EXAMINATION BY MS. BRAUDY:

22 Q So, you're the managing agent for the petitioner?

23 A Yes.

24 Q And how long have you worked with them?

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1 A Um, since 2016.

2 Q 2016?

3 A I believe, 15 or 16.

4 Q Okay. Were you the managing agent in December of
5 2016?

6 A Yes.

7 Q And what type of, um . . . what's your highest
8 level of education?

9 A Bachelor's Degree.

10 THE COURT: I'm sorry?

11 A Bachelor's.

12 Q In what area?

13 A Uh, economics.

14 Q So, would you say you have business training?

15 A Somewhat.

16 Q Experience in business?

17 A Okay.

18 Q I was asking.

19 A Yes.

20 Q Have you negotiated buy-outs before?

21 A Yes.

22 Q How many?

23 A Not sure.

24 Q More than five?

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1 A Yes.

2 Q More than 10?

3 A I don't recall. I'm not sure.

4 Q But you're sure of more than five.

5 A I'm sorry?

6 Q You're sure of more than five?

7 A Yes.

8 Q So, your client bought this building just two
9 years ago, right? In 2016?

10 A Yes.

11 Q And do you know how many buildings the petitioner
12 owns altogether in the city?

13 A Six.

14 Q Six?

15 MR. HOWELL: We're talking about sixty.

16 MS. BRAUDY: All right, Mr. Howell.

17 MR. HOWELL: Mm-hmm.

18 Q So, are you aware that Mr. Howell is a senior
19 citizen?

20 A Yes.

21 Q Does it surprise you to know that his, um, source
22 of income is Social Security Disability?

23 A No.

24

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1 Q Did you know Mr. Howell is a-is a recipient of
2 Section 8?

3 A Yes.

4 Q Uh, Mr. Howell has a lease in this apartment,
5 right?

6 A Yes.

7 Q And the lease, which was introduced before . . .
8 do you know how much the apartment rent is total?

9 A No.

10 Q Do you wanna take a look at the lease?

11 THE COURT: Sure.

12 Q It's, uh, Exhibit 1.

13 THE COURT: Sure, I'm showing Exhibit 1 to
14 the witness.

15 A Uh, \$659.79.

16 Q And is this a rent stabilized apartment?

17 A Yes.

18 Q And the renewal lease, do you know when this term
19 started?

20 A Uh, October 15th of 16.

21 Q So, when the December 2016 agreement was signed,
22 was Mr. Howell still within his lease term?

23 A Yes.

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1 Q And when the March 2017 time elapsed that he was
2 supposed to vacate, was he still within his lease term?

3 A Yes.

4 Q And so around May 2017 in this case, you served—

5 THE COURT: Does he—does he still need that?

6 MS. BRAUDY: Oh, no. I'm sorry. That's it.

7 Q And in this case around May 2017 you directed your
8 attorney to serve notice to quit?

9 A Yes.

10 Q Is that the only notice that you served?

11 A I believe so.

12 Q Did you ever direct your attorney to serve a
13 notice of termination?

14 A I don't recall.

15 Q Did you direct your attorney to then, after that,
16 sen-serve a petition on Mr. Howell? A petition and notice
17 of petition, commencing this case?

18 A If they had required it, yes.

19 Q And that petition incorporated the notice to quit,
20 made reference to it?

21 A I don't recall.

22 MR. EHRLICH: Your Honor, the documents
23 speak-speak to itself.

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1 THE COURT: Yeah, I'm going to ask what
2 additional probative value is there to this gentleman
3 testifying anything I can just take judicial notice
4 of?

5 MS. BRAUDY: Alright, and so, I wanted to
6 show this, uh, witness the-the exhibit number 2, the
7 surrender agreement.

8 THE COURT: Sure, I'll show 2 in evidence to
9 the witness.

10 Q So, under Mr. Howell's signature on the second
11 page, he's listed as a tenant, right?

12 A Yes.

13 Q And then the first line of the agreement it says
14 it's an agreement between the landlord and the tenant?

15 A Correct.

16 Q And every single paragraph lists Mr. Howell as a
17 tenant, right?

18 A Correct.

19 Q And then paragraph four, it states that if he
20 doesn't vacate by a time certain in March, the consequences
21 that the tenant shall be subject to eviction proceedings?

22 A Yes.

23 Q Okay. Thank you. No further questions for that
24 document. Who drafted-who drafted the buy-out agreement?

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1 A Uh, it's an agreement we've used and just changed
2 the name around and (inaudible).

3 Q So, who originally drafted it?

4 A It was drafted by an attorney.

5 THE COURT: I'm sorry?

6 MR. SOLEIMANI: An attorney.

7 THE COURT: An attorney?

8 MR. SOLEIMANI: Yes.

9 MS. BRAUDY: So, what's that? Yeah . . . can
10 I, um, I'm sorry. I would like to show this witness
11 number 2, exhibit number 2 one more time.

12 THE COURT: No problem.

13 Q On the second page, um, can you tell me who signed
14 on the second page?

15 A Um, Mr. Howell signed, um, I signed, as a notary,
16 and it was signed by Benjamin Soleimani on behalf of the
17 landlord.

18 MR. HOWELL: (Inaudible).

19 Q Okay, so—

20 MR. EHRLICH: Your Honor?

21 THE COURT: Yeah, sir, what you're saying
22 right now is not evidence.

23 MR. HOWELL: All right.

24 THE COURT: So, we'll just leave it at
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1 that.

2 Q Do you know when, um, Benjamin Soleimani signed?

3 A December 23rd.

4 Q And were-where were you when you signed this
5 document?

6 A I was in Mr. Howell's apartment.

7 Q Did you see him sign this document?

8 A Yes, I did.

9 Q You did?

10 A Yes.

11 MS. BRAUDY: Okay. So, um, actually he's
12 gonna need that for the next part. I'm sorry.

13 Q So, in the provision in-in paragraph 10, part of
14 it states that if-if Mr. Howell defaults to a certain
15 provision, that the Petitioner is able to, uh, seek legal
16 fees, right?

17 A Yes.

18 Q Does anywhere in this agreement, um, have a
19 provision where Mr. Howell can seek attorney's fees upon
20 the default?

21 A I don't see anything.

22 Q And in paragraph three it states that the
23 agreement terms are irrevocable and unconditional, right?

24 A Correct.

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1 Q So, there's no provision made in here should Mr.
2 Howell need a little bit more time if he needed a few more
3 weeks to move?

4 A No.

5 Q And in paragraph four, Mr. Howell gives up his
6 security deposit?

7 A Correct.

8 Q And in paragraph eight he withdraws any claim,
9 complaint with prejudice that he might've had against the
10 agencies?

11 MR. EHRLICH: Your Honor, the document speaks
12 for itself.

13 THE COURT: I really don't understand why
14 this witness has to testify what's in the document
15 that's already in evidence.

16 MS. BRAUDY: Okay, that's fair.

17 THE COURT: I mean, maybe different courts
18 have different procedures. The record's made.

19 MS. BRAUDY: The record's made, okay.

20 THE COURT: There's no additional probative
21 value to having somebody read what I can already read.

22 MS. BRAUDY: Okay. So, then I will be done
23 with that.

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1 Q Alright, let me ask you one more question, um,
2 should Mr. Howell move out of this apartment, what do you
3 anticipate doing with the apartment?

4 A Renovating the apartment.

5 Q And the market rate for a renovated apartment on
6 Mr. Howell's side, what do you think you can get for this
7 apartment?

8 A Probably around \$1,900, \$2,000.

9 Q Thank you. No further questions.

10 THE COURT: Alright. You can hand that back
11 to me. Any cross?

12 MR. EHRLICH: Yes.

13 CROSS-EXAMINATION BY MR. EHRLICH:

14 Q Um, Mr. Soleimani, so, um, you were there. You
15 were in the apartment. Correct?

16 A Yes.

17 Q Okay, and you had heard Mr. Howell testify that no
18 one else was there, but you were there. Correct?

19 A Correct.

20 Q Okay, and, um, did you . . . there was money that
21 was tendered to Mr. Howell?

22 A Yes.

23 Q And that money was cash?

24 A It was a check.

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1 Q It was a check. Check was cashed?

2 A Yes.

3 Q Okay, and did you attempt to find, uh, other
4 housing for Mr. Howell?

5 A Yes.

6 Q And where was that building?

7 A It was on Park Avenue and 117th Street.

8 Q And where is the specific premise that we're
9 talking about?

10 A 122nd and 7th.

11 Q Okay. And the building that you showed him, was
12 there an elevator in it?

13 A Yes.

14 Q And is there laundry facilities?

15 A Yes.

16 Q And how old is that building?

17 A About 12 or 13 years.

18 Q Okay, and what type of building is that?

19 A It's, um, low income housing.

20 MS. BRAUDY: Your Honor, objection. This is
21 outside the scope of our direct.

22 MS. EHRLICH: They opened-they opened the can
23 of worms, Judge, when they asked about the rent of the
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1 unit. They're trying to make my client out to be the
2 bad guy, they opened up the can of worms.

3 MS. BRAUDY: But we did not speak to this at
4 all.

5 THE COURT: You'll have a chance to redirect,
6 and I think the concept of scope is . . . cause I
7 understand the purpose for which you wanted to have,
8 uh, this witness testify, and it seems to me that for
9 that purpose this testimony is within the scope of
10 that, and you'll have a chance to redirect in a
11 moment. So, overruled.

12 Q Um, Mr. Soleimani, was Mr. Howell . . . during the
13 context of the negotiations and the execution of the
14 agreement, was Mr. Howell advised to speak to counsel?

15 A Yes.

16 Q Okay. Did you advise him to speak to counsel?

17 A Yes.

18 Q And did you advise him when you were in the
19 apartment that day to speak to counsel?

20 A Yes.

21 MR. EHRLICH: Okay. Um, I have nothing else.

22 THE COURT: Alright, uh, redirect?

23 RE-DIRECT BY MS. BRAUDY:

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1 Q Do you know how long the conversations around this
2 agreement took place before December 23rd? How long the
3 weeks-how many weeks went by?

4 A I'm not sure how much time.

5 Q At any time prior to December 23rd, did you tell
6 Mr. Howell that he should speak to an attorney?

7 A Yes.

8 Q Prior to December 23rd?

9 A Yes.

10 MS. BRAUDY: Okay. Um, no further questions,
11 Your Honor.

12 THE COURT: Alright, you can have a seat. Do
13 you have any other witnesses?

14 [TESTIMONY CONCLUDES]

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